



**Union Tank Car Company**

225 West Washington Street  
Chicago, Illinois 60606  
312/372-9500

RECORDATION NO. *17838-MN*  
FILED *1/25*  
JAN 26 1997 - 10 45 AM

CERTIFIED MAIL -  
RETURN RECEIPT REQUESTED

December 27, 1996

Surface Transportation Board  
12th St. & Constitution Ave., N.W.  
Washington, DC 20423

Attn: Ms. Janice M. Fort, Room 2311

Re: Union Tank Car Company Trust No. 1992-A (L-3N)

Dear Ms. Fort:

Enclosed are two originals and three (3) certified copies of each of the following documents, dated as of July 2, 1996, between Shawmut Bank Connecticut, N.A. and Union Tank Car Company:

Recordation No. 17838, Lease No. L-3N,  
Lease Supplement No. 5.

Also enclosed are two originals and three (3) certified copies of each of the following documents, dated as of July 2, 1996, between Shawmut Bank Connecticut, N.A. and The Bank of New York:

Recordation No. 17838, Lease No. L-3N,  
Indenture Supplement No. 5.

Please file these documents as supplements to the filing referred to above. Enclosed is our check in the amount of \$42 for the filing fees. Please return one original and the three (3) certified copies of each of the documents, stamped to show the filing, to me.

If you have any questions, please call me at (312) 845-5457.

Thank you.

Sincerely,

*Jean Fowler*  
Jean Fowler  
Legal Assistant

Enclosures



A MEMBER OF THE MARMON GROUP OF COMPANIES

17838-M  
RECORDATION NO. FILED 1997

LEASE SUPPLEMENT NO. 5 (L-3N) JAN 26 1997 10 45 AM  
(UTC Trust No. 1992-A)

LEASE SUPPLEMENT NO. 5 (L-3N) (UTC Trust No. 1992-A) dated July 2, 1996 (this "Lease Supplement") between Shawmut Bank Connecticut, National Association (formerly known as The Connecticut National Bank), not in its individual capacity but solely as Owner Trustee (the "Lessor") under the Trust Agreement, and Union Tank Car Company, a Delaware corporation (the "Lessee");

W I T N E S S E T H :

WHEREAS, the Lessor and the Lessee have heretofore entered into that certain Equipment Lease Agreement (L-3N) (UTC Trust No. 1992-A) dated as of June 30, 1992 (the "Lease"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings specified in Appendix A to the Lease;

WHEREAS, Section 11.2 of the Lease gives Lessee the option, if one or more Units covered by the Lease suffer an Event of Loss, to convey to Lessor one or more Replacement Units to be leased to Lessee under the Lease in lieu of the Unit(s) suffering an Event of Loss; and

WHEREAS, Section 11.4 of the Lease provides for the execution and delivery of a Lease Supplement substantially in the form hereof for the purpose of confirming the acceptance and lease of the Replacement Unit(s) under the Lease as and when delivered by the Lessor to the Lessee in accordance with the terms thereof and for the transfer to the Lessee of all of Lessor's right, title and interest in and to the Unit(s) suffering an Event of Loss,

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, the Lessor and the Lessee hereby agree as follows:

1. Inspection and Approval. The Lessee hereby acknowledges and confirms that it has inspected and approved the Replacement Unit set forth on Lease Supplement No. 5 (L-3N) Schedule A hereto ("Schedule A") and, as between the Lessor and the Lessee, such Replacement Unit complies in all material respects with the specifications for such Replacement Unit and is in good working order.

2. Delivery and Acceptance. The Lessor hereby confirms delivery and lease to the Lessee, and the Lessee hereby confirms acceptance and lease from the Lessor, under the Lease as hereby supplemented, of the Replacement Unit listed on Schedule A.

3. Warranty. The Lessee hereby represents and warrants that no Event of Loss has occurred with respect to the Replacement Unit set forth on Schedule A as of the date hereof.

4. Units Suffering Event of Loss. Subject to the execution and delivery of Indenture Supplement No. 5 (UTC Trust No. 1992-A) (L-3N) by Owner Trustee and Indenture Trustee releasing the Unit from the Lien of the Indenture, the Lessor hereby releases from the Lease the Unit which suffered an Event of Loss and which are set forth on Schedule A as of the date hereof.

5. Confirmation. The Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease Supplement, to pay Rent to the Lessor for each Replacement Unit leased hereunder as though such Replacement Unit were the Unit suffering an Event of Loss identified on Schedule A.

6. Incorporation into Lease. This Lease Supplement shall be construed in connection with and as part of the Lease, and all terms, conditions and covenants contained in the Lease, as supplemented by this Lease Supplement, shall be and remain in full force and effect.

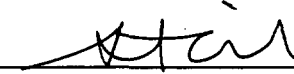
7. References. Any and all notices, requests, certificates and other instruments executed and delivered concurrently with or after the execution and delivery of this Lease Supplement may refer to the "Equipment Lease Agreement, dated as of June 30, 1992", the "Lease Agreement, dated as of June 30, 1992", or the "Lease, dated as of June 30, 1992", or may identify the Lease in any other respect without making specific reference to this Lease Supplement, but nevertheless all such references shall be deemed to include this Lease Supplement, unless the context shall otherwise require.

8. Counterparts. This Lease Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease Supplement to be duly executed and delivered on the day and year first above written.

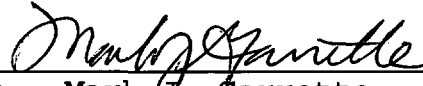
**LESSOR:**

FLEET NATIONAL BANK (formerly known as  
SHAWMUT BANK CONNECTICUT,  
NATIONAL ASSOCIATION, (formerly  
known as The Connecticut  
National Bank), not in its  
individual capacity, but solely  
as Owner Trustee

By:   
Name: STEVEN CIMALORE  
Title: VICE PRESIDENT

**LESSEE:**

UNION TANK CAR COMPANY

By:   
Name: Mark J. Garrette  
Title: Vice President

0005.A3N

STATE OF CONNECTICUT )  
 ) SS  
COUNTY OF MARTFORD )

On this 20<sup>th</sup> day of December, 1996 before me personally appeared STEVEN CIMALORE, to me personally known, who being by me duly sworn, says that he is the VICE PRESIDENT of SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION (formerly known as The Connecticut National Bank), that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

FLEET NATIONAL BANK  
(formerly known as

*Sam P. [Signature]*  
Notary Public

[NOTARIAL SEAL]

**DAWN P. HEINTZ**  
NOTARY PUBLIC

My commission expires: MY COMMISSION EXPIRES MAY 31, 1997

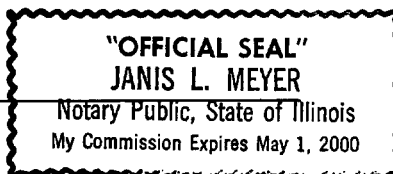
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

On this 26<sup>th</sup> day of December, 1996, before me personally appeared Mark J. Garrette, to me personally known, who being by me duly sworn, says that he is the Vice President of UNION TANK CAR COMPANY, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

*Janis L. Meyer*  
Notary Public

[NOTARIAL SEAL]

My commission expires: \_\_\_\_\_



LEASE SUPPLEMENT NO. 5 (L-3N) SCHEDULE A

Unit(s) Suffering an Event of Loss

<u>Built Month</u>	<u>Equip. Group No.</u>	<u>Mark</u>	<u>Car No.</u>	<u>AAR Code</u>	<u>DOT Class</u>	<u>BCV Specs</u>
January 92	4	UTLX	643047	T105	111A100W1	4G 2EC

Replacement Unit(s)

<u>Built Month</u>	<u>Equip. Group No.</u>	<u>Mark</u>	<u>Car No.</u>	<u>AAR Code</u>	<u>DOT Class</u>	<u>BCV Specs</u>
June 96	5	UTLX	646508	T105	111A100W1	T 4G 2EC